

TREELAKES ASSOCIATION, INC.

PROPRIETARY LEASE

EFFECTIVE DATE: MARCH 1, 2020

TREE LAKES ASSOCIATION, INC.  
PROPRIETARY LEASE

This PROPRIETARY LEASE (the "Lease") is made as of, 2020 by and between TREE LAKES ASSOCIATION , INC., a Florida non-profit corporation, hereinafter called the "Lessor" or "Corporation" and designated assignee/owner who is a holder of membership certificate , hereinafter called the "Unit Owner(s)" or "Lessee".

NAME AND ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the original Proprietary Lease dated on or about 1984, is deleted in its entirety as of the Effective Date as defined on the title page of this Lease; and

WHEREAS, this Proprietary Lease shall commence on the Effective Date; and

WHEREAS, the Lessor is a Florida non-profit corporation governing the affairs of TREE LAKES RESORT, a cooperative; and

WHEREAS, the Lessor is the owner of the land and improvements erected thereon in the County of Manatee, State of Florida known as TREE LAKES RESORT, a cooperative at 2215 73rd Street East, Palmetto, Florida 34221 (hereinafter may be referred to the ("cooperative", "Property" or "Resort")); and

WHEREAS, the Unit Owner is the owner of membership certificate number of the Lessor, to which this Lease is appurtenant and which has been allocated to Unit number in the cooperative; and

WHEREAS, all improvements and common facilities existing on the Property as of the Effective Date, including without limitation, the tennis courts, the expansion of the Cyprus Room, the recreation storage area, the two (2) maintenance buildings, and the residence for the maintenance employees , and other storage buildings are hereby approved.

**1. DEMISED PREMISES, TERM**

NOW, THEREFORE, in consideration of the demised premises, the Lessor hereby leases to the Unit Owner, and the Unit Owner leases from the Lessor, subject to the terms and Conditions hereof, Unit number \_\_\_\_ (The ("Demised Premises") of TREE LAKES RESORT,

A Cooperative, according to Exhibit B (plot plan, survey and graphic description of improvements) attached to the Articles of Incorporation of TREE LAKES ASSOCIATION, INC., a Florida Non-profit corporation, as recorded in Official Records Book , at Page , of the Public Records of Manatee County, Florida, in the Resort for a term from March 1, 2020 until February 28, 2119 (unless sooner terminated as hereinafter provided).

As used herein, all references to "**unit(s)**" or "**Unit(s)**" shall mean the lot area(s) in the Resort as partitioned on the date of the execution of this Lease and designated by the above stated Unit number together with all utilities and permanent improvements located thereon, but specifically excluding any and all residence buildings and/or sheds, allocated exclusively to the Unit Owner, which Units are shown on the Site Plan attached hereto as Exhibit A.

## **2. RENT (MAINTENANCE OR COMMON EXPENSE) HOW FIXED**

(a). The Unit Owner shall pay their rent (sometimes called maintenance or common expense) in accordance with the fractional share of common expense allocated to each Unit as set forth in the By-Laws of the corporation.

(b). In accordance with Section 719.108 (1) Florida Statutes, the various owners of proprietary leases shall be liable for the payment of assessments for upkeep and maintenance of the corporate property, including, but not limited to, maintenance, taxes, insurance, repairs, betterments and utilities, and the salaries of a manager and other employees and other operating costs and operating items.

(c). The Board of Directors of the Lessor (hereinafter referred to as "**Directors**"), from time to time according to Section 719.106 (1) (e) Florida Statutes, shall fix the sum of money needed for the operation of the Lessor. It shall determine the amount required for operating items and costs, such as maintenance, taxes, insurance, repairs, betterments and utilities, salaries of a manager and other employees and any other sums necessary to the upkeep, operation or maintenance of Lessor's property. If the Directors fail to make a new assessment, the Unit Owners shall pay the current rate until the new rate is determined.

(d). The fractional share of common expenses may not be changed or amended, except in accordance with the By-Laws. However, the exact amount of maintenance or common expense charges may be increased or decreased based upon an increase or decrease in the estimated operating budget of the Lessor. Section 719.106 (1) (e) Florida Statutes.

(e). The Directors are empowered, in the manner and subject to Section 719.106 (1) (e) Florida Statutes, to levy and collect assessments for all budgeted operating and maintenance expenses. Special assessments, as required, are to be paid and levied in the same manner as regular assessments. The Unit Owners shall pay all assessments against their individual Units promptly when due.

(f). All assessments paid by Unit Owners to Lessor for maintenance or common expenses shall be used by Lessor to pay the obligations of Lessor as authorized by the Directors. Any excess amounts received from assessments paid by Unit Owners which are held by Lessor at the conclusion of its taxable year, whether calendar or fiscal, will be deemed to be common surplus. Each Unit Owner shall own any common surplus of the cooperative in the same fractional share as the common expenses appurtenant to each Unit in the Resort are shared. The ownership of common surplus does not include the right to withdraw or require payment or distribution of the same. The common surplus, at the discretion of the Directors, may be used by Lessor to apply against future expenses of Lessor. Section 719.108 (9) Florida Statutes.

(g). Accurate records and books of account shall be kept by the Directors or their designee and shall be open to inspection by Unit Owners in accordance with Section 719.104 (2) Florida Statutes.

(h). Any maintenance or common expense charges due hereunder shall be payable in equal quarterly installments in advance of the first day of each quarter, unless the Directors shall otherwise direct. The Unit Owner shall also pay such additional rent as may be provided herein when due.

### **3. SERVICES BY LESSOR**

The Lessor shall maintain and manage the cooperative as an age fifty-five plus (55+) residential resort, and shall keep the same clean and properly lighted and maintained, and shall provide the number of employee's requisite, in the judgment of the Directors, for the proper care and service of the resort. The maintenance obligations of the Lessor herein contained are subject, however, to the discretionary power of the Directors to determine from time to time the services and the employees that shall be proper for maintaining and operating the Resort, and to also determine whether existing services shall be increased, decreased, changed, modified or terminated.

### **4. DAMAGE TO UNIT OR RESORT**

(a). If the Unit, any permanent improvement, or the means of access thereto of the cooperative facilities shall be damaged by fire or other cause covered by multi-peril policies commonly carried by cooperative corporation, the Lessor shall at its own cost and expense, with reasonable dispatch after receipt of notice of said damage, repair or replace the damage or cause the damage to be repaired or replaced, with materials of a kind and quality then customary in cooperatives of this type. Anything in this paragraph or Paragraph 3 to the contrary notwithstanding, Lessor shall not be required to repair or replace, or cause to be repaired or replaced, the equipment, fixtures, furniture, furnishings or decorations owned by the Unit Owner.

(b). Lessor agrees to use its best efforts to obtain a provision in all insurance policies carried by it waiving the right of subrogation against the Unit Owner and, to the extent that any loss or damage is covered by the Lessor by any insurance policies which contain such waiver of subrogation, the Lessor releases the Unit Owner from any liability with respect to such loss or damage. In the event that the Unit Owner suffers loss or damage for which Lessor would be liable, and the Unit Owner carries insurance which covers such loss or damage and such insurance policy or policies contain a waiver of subrogation against the Lessor, then in such event, the Unit Owner releases Lessor for any liability with respect to such loss or damage.

### **CHANGES IN TERMS AND CONDITIONS OF PROPRIETARY LEASES**

Each proprietary Lease shall be in the form of this Lease unless a variation of the Lease form is authorized by the Unit Owners owning at least sixty percent (60%) of the Lessor's membership certificates then issued. Any such changes shall thereafter be binding on all of the Unit Owners including the Unit Owners who did not vote for such changes.

## **5. QUIET ENJOYMENT. POSSESSION AND RIGHTS OF OTHERS**

The Unit Owner, upon paying the rent and performing the covenants and complying with the conditions on the part of the Unit Owner to be performed as herein set forth shall at all times during the term of the Lease hereby granted, quietly have, hold and enjoy the Unit without any trouble or hindrance from the Lessor, subject, however, to the rights of the Lessor under the terms hereof. Section 719.109 (1) Florida Statutes.

## **6. INSPECTION AND ACCEPTANCE OF UNIT**

The Unit Owner has inspected the Demised Premises and will accept it in its present condition "as is" on the start of this lease. On payment of the assessments above and the due performance of the agreements contained in this Lease to be performed, the Unit Owner shall and may peaceably and quietly hold the Demised Premises. Section 719.108 Florida Statutes.

## **7. USE OF COMMON AREA**

The Unit Owner shall have the right of joint use and enjoyment in common with other Unit Owners of the common areas and the property of Lessor not specifically leased to other Unit Owners (collectively, the "**Common Areas**"), except insofar as it may be limited or restricted by this Lease or by the Rules and Regulations and By-Laws of the corporation. The Unit Owners use of Common Areas shall not encroach upon the rights of other Unit Owners, except as set forth in Paragraph 9 below.

## **8. LIMITED COMMON AREA**

(a). Limited common area means those portions of the Common Areas which may be eligible for the temporary, limited use by a Unit Owner to the exclusion of other Units, as specified in the cooperative documents (the "**Limited Common Areas**"). Section 719.103 (18). Florida Statutes.

(b). The recreational storage area, which was formerly used as the resort sewage treatment plant and is now used for storage of miscellaneous vehicles, trailers and other movable temporary items, shall be declared by the Board of Directors as Limited Common Area. The recreational storage area is parceled off and made available for rent to Unit Owners or their renters on a first come-first serve basis. Only persons owning or renting Units in the Resort can rent space in the recreational storage area. When an owner rents their Unit to a renter, they relinquish their right to use a space in the recreational storage area. Rates for the recreational storage area shall be as set for in the Recreational Storage Contract, which rates may be increased on an annual basis.

(c). Any liability for injury on the Limited Common Area shall be the responsibility of the Unit Owner or tenant who is renting or using this area.

## **10. INDEMNITY (INSURANCE)**

The Unit Owner agrees to save the Lessor harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Unit Owner or tenant to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Lessor, its agents, servants or contractors when acting as agent for the Unit Owner as provided in this lease. This paragraph shall not apply to any loss or damage to the extent Lessor is covered by insurance which provides for waiver of subrogation against the Unit Owner.

## **11. PAYMENT OF RENT**

The Unit Owner will pay the rent (maintenance or common expense charges) to the Lessor upon the terms and at the times herein provided, without any deduction on account of any set-off or claim which the Unit Owner may have against the Lessor, and if the Unit Owner shall fail to pay any installments of rent promptly, the Unit Owner shall pay interest thereon at the maximum legal rate from the date when such installments shall have become due to the date of the payment thereof, and such interest shall be deemed additional rent hereunder.

## **12. RULES AND REGULATIONS**

The Lessor has adopted Rules and Regulations which are set out as an addendum to the By-Laws of the Corporation. The Directors may from time to time alter, amend or repeal such Rules and Regulations and adopt new Rules and Regulations. This Lease shall be in all respects subject to such Rules and Regulations which, when a copy thereof has been furnished to the Unit Owner shall be taken to be part hereof, and the Unit Owner hereby covenants to comply with all such Rules and Regulations and see that they are faithfully observed by the family, guests and subtenants of the Unit Owner. Breach of the Rules and Regulations shall be a default under this lease.

## **13. USE OF PREMISES**

The Unit Owner shall not occupy or use the Unit or permit the same or any part thereof to be occupied or used for any purpose other than in accordance with the Rules and Regulations described in Paragraph 12 hereof and subject to compliance with applicable zoning laws or other rules and regulations of governmental authorities having jurisdiction.

## **14. SUBLETTING - ASSIGNMENT**

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer or sub-leasing of Units by a lease shall be subject to the following:

(a). Transfer Subject to Approval - The Unit Owner may transfer the membership certificate and the Proprietary Lease to their Unit only with the prior consent in writing of the Directors. The Directors may designate one (1) or more officers of the Corporation to

execute the consent on its behalf. The application for the transfer and assignment must set forth the name and address of the party to whom the membership certificate is to be transferred and the Proprietary Lease is to be assigned. The Directors shall have thirty (30) business days in which to investigate and approve or disapprove the transfer and assignment. If the Directors fail to act within the thirty (30) day period, the transfer and assignment is approved automatically. If the transfer and assignment is approved, the transfer and assignment may be accomplished as follows:

(i). An instrument of assignment in form approved by Lessor, executed and acknowledged by the assignor, shall be delivered to the Lessor; and

(ii). An agreement executed and acknowledged by the Unit Owner in form approved by Lessor assuming and agreeing to be bound by all the covenants and conditions of this Lease to be performed or complied with by the Unit Owner on and after the effective date of said assignment shall have been delivered to the Lessor or at the request of the Lessor, the Unit Owner shall have surrendered the assigned lease and entered into a new lease in the same form for the remainder of the term, in which case the Unit Owner's Lease shall be deemed cancelled as of the effective date of said assignment; and

(iii). The membership certificates of the Lessor to which this Lease is appurtenant shall have been transferred to the Unit Owner with proper transfer taxes, if any, paid and stamps affixed; and

(iv). All sums due from the Unit Owner shall have been paid to the Lessor, together with a sum fixed by the Directors to cover a screening fee and minimal background check by the Lessor and its managing agent in connection with such assignment and transfer of membership certificate, providing same does not exceed the maximum allowable legal limit of one hundred dollars (\$100.00) subject to Paragraph 15.

(b). (i). Right of First Refusal - In the event the Directors disapprove the proposed transfer and assignment and if a Unit Owner still desires to consummate such transfer and assignment, the Unit Owner shall have, thirty (30) calendar days before such transfer and assignment, give written notice to the secretary of the Corporation of their intention to transfer and assign on a certain date, together with the price and other terms thereof, and the Corporation shall promptly notify the members of the Corporation of the date, price and terms. Section 719.612 (1) Florida Statutes.

(ii). If the Corporation disapproves any proposed transfer and assignment of a Proprietary Lease and its membership certificate, the Corporation shall have a right of first refusal to take a transfer and assignment of a Proprietary Lease and the membership certificate(s) offered for sublet or assignment by such Unit Owner. If the Corporation is desirous of exercising its option to take an assignment of said Proprietary Lease and the Transfer to it of the membership certificate on the same terms and conditions as are contained in said bona fide offer, then the Corporation shall notify the Unit Owner of said Proprietary Lease desiring to assign the same of the exercise by the Corporation of its election to take an assignment or sublet as the case may be. Such notice to be in writing and sent by certified mail

"return receipt requested" to said Unit Owner within fifteen (15) business days of receipt by the Corporation of the Unit Owner's notice to the secretary of the Corporation of the Unit Owner's intention to transfer and assign. The Corporation, in exercising its option to take an assignment, may do so for and on its own behalf or on the behalf of any third party. If the Corporation has elected to take an assignment or sublet as aforementioned, then, upon notifying the Unit Owner of such Proprietary Lease and membership certificate of its election to take an assignment, the Corporation shall consummate transfer and assignment on all the terms and conditions as those contained in said bona fide offer. If the Directors shall so elect, it may permit its right of first refusal to be exercised in its name for itself or for a party approved by said Directors. In the event the Corporation does not exercise its right of first refusal within the fifteen (15) business day period, then that member desiring to transfer and assign, may complete the assignment and transfer of appurtenant membership certificate at the price and terms given in their notice, but at no other price or terms without repeating the procedure outlined above. In the event the Unit Owner makes a sublet or assignment without first complying with the terms hereof, the Corporation shall have the right to redeem from the purchaser, according to the provisions hereof. The Corporation's rights shall be exercised by reimbursing the purchaser for the monies expended within thirty (30) calendar days subsequent to the Directors receiving notice of such transfer, and immediately after such reimbursement said purchaser or transferee shall convey their right, title and interest in and to the sublet or assignment of lease and membership certificate, as the case may be, to the Corporation.

(c.) Death of Unit Owner - In the case of the death of the Unit Owner of a Proprietary Lease and owner of a membership certificate appurtenant thereto, the surviving spouse, if any, and if not the surviving spouse, the other eligible adult member then residing in the Unit may own and occupy the Unit or other members of such owner's family may own, but not occupy the Unit, unless and until the person is fifty-five (55) years of age or more. If such surviving spouse or other eligible surviving adult members of the deceased owner's family shall have succeeded to the ownership of the Unit, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of their Unit to some other designated person or persons other than a surviving spouse or other eligible adult members of their family, as a foredescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Unit, or under the laws of the descent and distribution in the State of Florida, then Unit descends to some person(s) other than their surviving spouse or eligible adult member as a foredescribed, the Directors of the Corporation shall, within thirty (30) calendar days of proper evidence of rightful designation served upon the president or any other officer of the Corporation, or within thirty (30) calendar days from the date the Corporation is placed on actual notice of said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the Unit. If the Directors of the Corporation shall consent, ownership of the Unit may be transferred by proper assignment of the Proprietary Lease and its appurtenant membership certificate to the person or persons so designated, who shall thereupon become the member of the Corporation and the owner of the Unit, subject to the provisions of this Proprietary Lease and the By-Laws and Articles of Incorporation of the Corporation. If, however, the Directors of the Corporation shall refuse to consent, then the Corporation shall be given an additional thirty (30) calendar days after last above mentioned thirty (30) days to exercise its right of first refusal to have the particular Proprietary Lease and membership certificate appurtenant thereto transferred to it for its own account or for a party approved by said Directors upon the same terms and conditions of right of first refusal as provided for in Paragraph 13 (b) above. The purchase price shall be paid

in cash or its equivalent and if the Corporation and the personal representative are unable to agree upon a purchase price within fifteen (15) business days from exercise of the Corporation's election to purchase, then the purchase price shall be determined by an appraiser, agreed upon by the Corporation and the personal representative or, failing such agreement, by the court having jurisdiction of the administration of the decedent's estate. The expense of appraisal shall be paid by the representative of the deceased owner out of the amount realized by the sale of said Unit. In the event the Corporation does not exercise its right of first refusal to purchase, then the person(s) so designated as the owner may then, and only in such event, take title to the Unit by a proper assignment of the decedent's Proprietary Lease and its appurtenant Membership certificate, but such transfer sale shall be subject in all other respects to the provision of this Proprietary Lease and the By-Laws and Articles of Incorporation of the Corporation.

(d). Assignment Authorized Without Approval - The foregoing provisions of this Paragraph 14 shall not apply to a sublet or assignment by Unit Owner to any eligible adult member of their immediate family (i.e. spouse, adult children or parents); or if a Unit is owned by a form of co-tenancy, or transfer of (1) co-tenant to the other co-tenant. In the event of the foregoing notice of such transfer shall be given to the Corporation prior to any such agreement.

(e). Assignment To Other Than Natural Persons - Assignment to Unit Owners other than individual Unit Owners [natural persons] is expressly prohibited, unless written consent therefore is first obtained from the Directors. The Directors' consent therefore may be withheld without limitation or explanation. If the Unit Owner of an assignment of a Proprietary Lease and the appurtenant membership certificate thereto is a corporation, the approval may be conditioned upon approval by the cooperative corporation of those who will occupy the Unit.

(f). Release Upon Assignment - If the Proprietary Lease shall be assigned in compliance herewith, the Unit Owner shall have no further liability on any of the covenants of this Lease to be thereafter performed.

(g). Further Assignment - Regardless of any prior consent theretofore given, neither the Unit Owner, nor their personal representative, nor administrator, nor any trustee or receiver of property of the Unit Owner, nor anyone to whom the interests of the Unit Owner shall pass by law, shall be entitled further to assign this Proprietary Lease, except upon compliance with the requirements of this Lease.

(h). Subleases - The unit owner of a proprietary lease may sublet the unit provided that any sublease for a period of three (3) months or more will require that the owner obtain the approval of the proposed sub lessee (also referred to as a "renter") in the same manner as would be required for a prospective buyer, including a background check at the unit owner's expense. A renter who has undergone approval as stated herein, including a background check, who returns yearly without interruption, need not obtain re-approval or another background check upon re-entry to the park, unless and until there is one year/season where they do not rent in the park. In that case, thereafter, they must obtain approval and a new background check pursuant to this subsection. A renter who was in residence at the park during the 2019-2020 season and returns yearly thereafter without interruption need not obtain initial approval or background check, unless and until there is one year/season where they do not rent in the park. In that case, thereafter they must obtain approval and a background check pursuant to this subsection. A sublease for a period of less than three (3) months need only be informally approved by the resort park manager or the corporate officer authorized to give such approvals which approval may be denied for any lawful reason in the manager or officer's discretion, and the sub lessee shall be subject to all of the rules and regulations of the corporation. A sublease of less than one (1) month is not permitted unless special permission is granted by the board of directors. Subleases of twelve (12) months or more are not permitted. No subleases are allowed at all during the months of May, June, July, August and September.

(l). Approval or Dis approval By Board - The approval or disapproval by the Board of Directors of any transfer of a Proprietary Lease or sublease of any Unit shall be final and no liability shall be incurred by the Board of Directors by reason of such approval or disapproval.

U). Status Report - If this Lease is then in force and effect, Lessor will, upon request of a Unit Owner, deliver to the Unit Owner a written statement that this Lease remains on the date thereof in force and effect, but no such statement shall be deemed to be a warrantee that there is no default under the lease, except for previously approved renters.

(k). Screening Fees and Background Check Fees - The Corporation shall require the deposit of a reasonable screening fee and background check fee simultaneously with the filing of any application for a transfer, assignment of Proprietary Lease or a sublease of any Unit, for a period of more than three (3) months, except for previously approved renters. The purpose of this screening fee and background check fee is to defray the Corporation's expenses in determining whether to approve or disapprove the proposed transfer or sublease. The screening fee and background check fee shall be a reasonable fee to be set from time to time by the Directors of the Corporation and in no event shall such screening fee and background check fee exceed the maximum fee allowed by law, the provisions of the Articles of Incorporation or the By-Laws.

## **15. PLEDGE OF MEMBERSHIP CERTIFICATE AND LEASE**

(a). A pledge of this Lease and membership certificate to which it is appurtenant shall not be a violation of this Lease, but, except as otherwise provided elsewhere herein, neither the pledgee nor any transferee of the pledged security shall be entitled to have the membership certificate transferred of record on the books of the Lessor, nor to vote such membership certificates, nor to occupy or permit the occupancy by others of the Unit nor to sell such membership certificates or this lease, without first obtaining the consent of the Lessor in accordance with and after complying with all of the provisions of Paragraph 14, as the case may be. The acceptance by Lessor of payments by the pledgee or any transferee of the pledged security on account of rent or additional rent shall constitute a waiver of the aforesaid provisions.

(b). In the event of the foreclosure or a voluntary conveyance in lieu of foreclosure pertaining to a non-institutional security agreement-leasehold mortgage, then such acquirer of title, their successors and assigns shall pay to the Corporation on behalf of the Unit Owner of the Proprietary Lease, all rents and additional rents, common expense or maintenance charges and other sums owed by the Unit Owner to the Lessor under this Lease for a period ending on the date of reissuance of the aforementioned membership certificate of the Lessor including without limitation sums owed under Paragraph 27 (a) and 27(c) of this lease.

(c). The Corporation shall maintain a register of secured parties and said register shall designate whether said secured party is an institutional secured party or a non-institutional secured party. If the Unit Owner of an institutional security agreement leasehold mortgage, obtains title to the Unit (Proprietary Lease and its membership certificate) as a result of the foreclosure of the institutional security agreement-leasehold mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, their successors and assigns, shall not be liable for their share of common expenses or assessments by the Corporation pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title as a result of the foregoing or voluntary conveyance in lieu of said foreclosure.

(d). If the purchase by the Unit Owner of the membership certificate allocated to the Unit was financed by a security agreement-leasehold mortgage, and a default or event of default shall have occurred under the terms of the security agreement-leasehold mortgage or either of them entered between the Unit Owner and the secured party, and if (1) notice of said default or event of default shall have been given to the Lessor, (2) an individual designated by the secured party, or the individual nominee of the individual so designated by the secured party shall be entitled to become the owner of the lease interest and the Unit Owner under this Lease pursuant to the terms of said security agreement-leasehold mortgage, or either of them, (3) not less than ten (10) business days written notice of an intended transfer of this Lease shall have been given to the Lessor and the Unit Owner, (4) there shall have been paid, on behalf of the Unit Owner, all rent, additional rent, common expenses and assessments and other sums owed by the Unit Owner to the Lessor under this Lease for a period ending on the date of transfer and (5) The Lessor shall be furnished with such affidavits and opinions of counsel, in form and substance reasonably satisfactory to the Lessor, indicating that the foregoing petitions (1) through (5) have been met, then a transfer of the lease interest shall be made to such individual, upon request, and without the consent of the Directors.

(e). A secured party claiming or exercising any of the rights and privileges granted it pursuant to the provisions of this subparagraph (b) shall be deemed to have agreed to indemnify Lessor for all loss, liability or expense (including reasonable attorney's fees) arising out of claims by the Unit Owner, or their successors or assigns, against Lessor or the secured party, or their Respective successors or assigns, for acts or omissions to act on the part of either Lessor or secured party, or their respective successors or assigns, pursuant to this subparagraph.

(f). Upon the Unit Owner's final payment under the loan given by the secured party or upon prepayment of said loan, secured party will give Lessor notice of such final payment or prepayment, along with a notarized, recorded release from said secured party. Failure of the Unit Owner to provide such notice and recorded release to Lessor shall constitute a default hereunder.

#### **16. REPAIRS BY THE UNIT OWNER OR LESSOR**

The Unit Owner shall take possession of the Unit and its appurtenances and fixtures "as is" as of the commencement of the term hereof. Subject to the provisions of Paragraph 4 above, the Unit Owner shall keep the Unit clean and shall maintain, repair and replace any items that are damaged by them, their guests, family or subtenants, including all lighting and electrical fixtures and equipment, and all meters, fuse boxes or circuit breakers and electrical wiring and conduits, as well as all telephone and plumbing hook-ups.

#### **17. LESSOR'S RESPONSIBILITY**

The Lessor shall maintain, repair and replace at the Lessor's own expense all of the following: (1) all common areas; (2) all conduits, plumbing, wiring and other facilities for furnishing of utility services; (3) all property owned by the cooperative.

#### **18. LESSOR'S RIGHT TO REMEDY UNIT OWNER'S DEFAULTS**

If the Unit Owner shall fail for ten (10) business days after notice to keep the Unit clean or to make repairs required hereunder, the Lessor may clean the Unit and make such repairs, or arrange for others to do the same, or remove any objectionable conditions or equipment, or perform such act, without liability to the Lessor, provided that, if the condition requires prompt action, notice of less than ten (10) business days may be given or, in case of emergency, no notice need be given. In all such cases, the Lessor, its agents, servants and contractors shall, as between Lessor and the Unit Owner, be conclusively deemed to be acting as agents of the Unit Owner and all contracts therefore made by the Lessor shall be construed whether or not made in the name of the Unit Owner. If the Unit Owner shall fail to comply with any of the other covenants or provisions of this Lease within the time required by a notice from Lessor [not less than five (5) business days], then the Lessor may, but shall not be obligated, to comply therewith, and for such purpose may enter upon the Unit of the Unit Owner. The Lessor shall be entitled to recover from the Unit Owner all expenses incurred or for which it has contracted hereunder, such expenses to be payable by the Unit Owner upon demand as additional rent.

## **19. ALTERATIONS**

The Unit Owner shall not, without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed, make alterations in, on or about the Unit. The performance by the Unit Owner of subject work in the Unit shall be in accordance with any applicable rules and regulations of the Lessor and governmental agencies having Jurisdiction thereof.

## **20. LEASE SUBORDINATE TO MORTGAGE**

This Lease is and shall be subject and subordinate to all present mortgages of record encumbering the cooperative and property at or prior to the execution of effective date of this agreement, and to any and all extensions, modifications, considerations, renewals, refinances, future advances and replacements thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any such mortgage. In confirmation of such subordination, the Unit Owner shall at any time, and from time to time, on demand, execute any instruments that may be required by any mortgagee for the purpose of more formally subjecting this Lease to the lien of any such mortgage or mortgages and the duly elected officers, for the time being, of the Lessor are and each of them is hereby irrevocably appointed the Attorney-in-fact and agent of the Unit Owner to execute the same upon such demand, and the Unit Owner hereby ratifies any such instrument hereafter executed by virtue of the power of attorney hereby given.

## **21. COOPERATION**

The Unit Owner shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Lessor is incorporated.

## **22. RIGHT OF ENTRY**

The Lessor and its agents and their authorized workmen shall be permitted to visit, examine or enter upon the Unit at any reasonable hour of the day upon notice, or at any time without notice in case of emergency, to make or facilitate repairs or to cure any default by the Unit Owner, but the Lessor shall thereafter restore the Unit to its proper and usual condition at Lessor's expense if such repairs are the obligation of Lessor, or at the Unit Owner's expense if such repairs are the obligation of the Unit Owner, or are caused by the act or omission of the Unit Owner's family, guests, agents, employees or subtenants. The right and authority hereby reserved do not impose, nor does the Lessor assume by reason thereof, any responsibility or liability for the care or supervision of the Unit.

### **23. WAIVERS**

The failure of the Lessor to insist, in any one (1) or more instances, upon a strict performance of any of the provisions of this lease, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver, or discrimination by the Lessor or by one (1) Unit Owner against another, or a relinquishment for the future, of any such provisions, options or rights, but such provision, option or right shall continue and remain in full force and effect. The receipt by Lessor of fees, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless in a writing expressly approved by the Directors.

### **24. NOTICES**

Any legal notice by or on demand from either party to the other shall be duly given only if in writing and sent by certified mail with return receipt requested. Any such notice to the Unit Owner from the Lessor shall be addressed to the Lessor at the principal office of the Lessor, currently as set forth on Page 1 herein, and if from Lessor to the Unit Owner, such notice shall be addressed to the Unit Owner at the address designated by such Unit Owner on file with the Resort park manager. Either party may, by notice served in accordance herewith, designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date when mailed, except notices of change of address shall be deemed served when received.

### **25. REIMBURSEMENT OF LESSOR'S EXPENSES**

If the Unit Owner shall, at any time, be in default hereunder and the Lessor shall incur any expenses (whether paid or not) in performing acts which the Unit Owner is required to perform, or in instituting any action or proceeding based on such default or defending or asserting a counterclaim in, any action or proceeding brought by the Unit Owner, the expense thereof to the Lessor including reasonable attorney's fees and disbursements (appellate fee and costs, if any), shall be paid by the Unit Owner to the Lessor, on demand, as additional rent.

### **26. LESSOR'S IMMUNITIES**

The Lessor shall not be liable, except by reason of Lessor's negligence for any failure or insufficiency of water supply, electric current, or other service to be supplied by the Lessor hereunder, or for interference with light, air, view or other interests of the Unit Owner. No abatement of rent or other compensation or claim of eviction shall be made or allowed because of the making or failure to make or delay in making any repairs, alterations or decorations to the resort or any fixtures or appurtenances therein, or for space taken to comply with any laws, ordinances or governmental regulations, or for interruption or curtailment of any service agreed to be furnished by the Lessor, due to accidents, alterations or repairs or to difficulty or delay in securing supplies or labor or other cause beyond Lessor's control.

## **27. TERMINATION OF LEASE BY LESSOR**

If upon or any time after the happening of any of the events mentioned in subdivisions (a) through (g) inclusive of this Paragraph 26, the Lessor shall give to the Unit Owner a notice stating that the term hereof will expire on a date at least five (5) business days thereafter; the term of this Lease shall expire on the date so fixed in such notice as fully and completely as if it were the date herein definitely fixed for the expiration of the term and all right, title and interest of the Unit. Ownership hereunder shall thereupon wholly cease and expire, and the Unit Owner shall thereupon quit and surrender the Unit to the Lessor, it being the intention of the parties hereto to create hereby a conditional limitation, and thereupon the Lessor shall have the right to re-enter the Unit and to the removal of all persons and personal property therefrom, either by summary action or proceeding at law or in equity, or by force or otherwise, and to repossess the Unit as if this Lease had not been made, and no liability whatsoever shall attach to the Lessor by reason of the exercise of the right of re-entry, re-possession and removal herein granted and reserved.

**(a) Unit Owner Ceasing to Own Accompanying Membership Certificate.** If the Unit Owner shall cease to be the owner of the membership certificate to which this Lease is appurtenant, or if this Lease shall pass or be assigned to anyone who is not, then the owner of said membership certificate;

**(b) Assignment of Lease.** If there be an assignment of this Lease, or any subletting hereunder, without full compliance with the requirements of Paragraph 13 hereof; or if any person not authorized by Paragraph 1 shall be permitted to use or occupy the Unit, and the Unit Owner shall fail to cause such unauthorized person to vacate the Unit within ten (10) business days after written notice from the Lessor;

**(c) Default in Rent.** If the Unit Owner shall be in default for a period of one (1) month in the payment of any rent or additional rent or of any installment thereof and shall fail to cure such default within ten (10) business days after written notice from the Lessor;

**(d) Default in Other Covenants.** If the Unit Owner shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay rent, and such default shall continue for ten (10) business days after written notice from the Lessor; provided, however, that if said default consists of the failure to perform any act the performance of which requires any substantial period of time, then if within said period of ten (10) business days such performance is commenced and thereafter diligently prosecuted to conclusion without delay and interruption, the Unit Owner shall be deemed to have cured said default;

**(e) Unit Owner's Objectionable Conduct.** If at any time the Lessor shall determine, upon the affirmative vote of two-thirds (2/3) of its then Board of Directors, at a meeting duly called for that purpose, that because of objectionable conduct on the part of the Unit Owner, or of a person dwelling or visiting in the Unit, repeated after written notice from Lessor, the tenancy of the Unit Owner is undesirable; it being understood, without limiting the generality of the foregoing, that repeatedly to violate or disregard the Rules and Regulations to the By-Laws now or hereafter established in accordance with the provisions of this Lease or the By-Laws, or to permit or tolerate a person of dissolute, loose or immoral character to enter or remain in the Resort or the Unit, shall be deemed to be objectionable conduct;

**(f) Termination of All Proprietary Leases.** If at any time the Lessor shall determine, upon the affirmative vote of two thirds (2/3) of its then Board of Directors at a meeting of such Directors, duly called for that purpose, and the affirmative vote of the record holders of at least ninety percent (90%) of its then issued membership certificate owners, who vote in person or by proxy at a special meeting duly called for that purpose, to terminate all Proprietary Leases;

**(g) Unit Owner's Default under Security Agreement.** If Unit Owner shall default in payment or performance of any of Unit Owner's obligations under any pledge or leasehold mortgage or other security agreement (the "security agreement") given a secured party, who has complied with the provisions of this Lease, and written notice of such default is given to Lessor by the secured party or its counsel, then Unit Owner shall be considered in default hereunder;

## **28. LESSOR'S RIGHTS AFTER UNIT OWNER'S DEFAULT**

**(a) Lessor Resumes Possession.** In the event the Lessor resumes possession of the Unit, either by summary proceedings, action of ejectment or otherwise, because of default by the Unit Owner in the payment of any rent or additional rent due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 26 hereof upon the happening of any event specified in subsections (a) through (g), inclusive, Unit Owner shall continue to remain liable for payment of a sum equal to the rent which would have become due hereunder and shall pay the same in installments at the time such rent would be due hereunder. No suit brought to recover any installment of such rent or additional rent shall prejudice the right of the Lessor to recover any subsequent installments. After resuming possession, the Lessor may, at its option, from time to time (i) relet the Unit for its own account, or (ii) relet the Unit as the agent of the Unit Owner, in the name of the Unit Owner or in its own name, for a term which may be less than or greater than the period which would otherwise have constituted the balance of the term of this Lease, and may grant concessions or free rent, in its discretion. Any reletting of the Unit shall be deemed for in its discretion. Any reletting of the unit shall be deemed for the account of the Unit Owner, unless within ten (10) business days after such reletting the Lessor shall notify the Unit Owner that the premises have been relet for the Lessor's own account. The fact that the Lessor may have relet the Unit as agent for the Unit Owner shall not prevent the Lessor from thereafter notifying the Unit Owner that it proposes to relet the Unit for its own account. If the Lessor relets the Unit as agent for the Unit Owner, it shall, after reimbursing itself for its expenses in connection therewith, including leasing commissions and a reasonable amount for attorney's fees and expenses, apply the remaining avails of such reletting against the Unit Owner's continuing obligations hereunder. There shall be a final accounting between the Lessor and the Unit Owner upon the earliest of the four (4) following dates: (a). the date of expiration of the term of this Lease as stated on Page 1 hereof; (b). the date as of which a Proprietary Lease covering the Unit shall have become effective; (c). the date the Lessor gives written notice to the Unit Owner that it has relet the Unit for its own account and (d). The date upon which all Proprietary Leases of the Lessor terminate. From and after the date upon which the Lessor becomes obligated to account to the Unit Owner, as above provided for any avails of reletting and the Unit Owner shall have no further liability for sums thereafter accruing

hereunder, but such termination of the Unit Owner's liability shall not affect any liability therefore accrued.

**(b) Collection of Rent from Subtenant.** If the Unit Owner shall at any time sublet the Unit, and shall default in the payment of any rent or additional rent, the Lessor may, at its option, so long as such default shall continue, demand and receive from the sub-tenant the rent due or becoming due from such subtenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Lessor. Any payment by a subtenant to the Lessor shall constitute a discharge of the obligation of such subtenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from the subtenant shall not be deemed a consent to or approval of any subletting or assignment by the Unit Owner, or a release or discharge of any of the obligation of the Unit Owner hereunder.

**(c) Sale of Membership Certificates.** Upon the termination of this Lease under the provisions of subparagraphs (a) through (g), inclusive of Paragraph 26, the Unit Owner shall surrender to the Corporation the membership certificate owned by the Unit Owner to which this Lease is appurtenant. Whether or not said membership certificate is surrendered, the Lessor may issue a new assignment of interests under the Proprietary Lease for the Unit and issue a new membership certificate owned by the Unit Owner and allocated to the Unit when a purchaser therefore is obtained, provided that the issuance of such membership certificate and such lease to such purchaser, is authorized by resolution of the Directors, or by a writing signed by a majority of the membership certificates of the Lessor accompanying Proprietary Leases then in force. Upon such issuance the membership certificate owned or held by the Unit Owner shall be automatically cancelled and rendered null and void. The Lessor shall apply the proceeds received for the issuance of such membership certificate first, towards the payment of Unit Owner's indebtedness hereunder [including interest, attorney's fees (including appellate fees and costs, if any)], and other expenses incurred by the Lessor; second, if said termination shall result pursuant to Subparagraph (g) of Paragraph 26 by reason of a default under the security agreement, towards the payment of a Unit Owner's indebtedness under the security agreement (including all costs, expenses and charges payable to the Unit Owner thereunder, and third, if the proceeds are sufficient to pay the same, the Lessor shall pay over any surplus to the Unit Owner, but, if insufficient, the Unit Owner shall remain liable for the balance of the indebtedness due hereunder of (if applicable) under said security agreement. Upon issuance of any such new Proprietary Lease and membership certificate, the Unit Owner's liability hereunder shall cease and the Unit Owner shall only be liable for rent and expenses accrued to that time. The Lessor shall not, however, be obligated to sell such membership certificate and appurtenant Proprietary Lease or otherwise make any attempt to mitigate damages.

## **29. WAIVER OR RIGHT OF REDEMPTION**

The Unit Owner hereby expressly waives any and all right of redemption in case the Unit Owner shall be dispossessed by judgment to warrant of any court or judge. The words "enter", "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

### **30. SURRENDER OF POSSESSION**

Upon the termination of this Lease under the provisions of Subparagraphs (a) through (f), inclusive, or (g) of Paragraph 26, the Unit Owner shall remain liable as provided in Paragraph 24 of this Lease. Upon the termination of this Lease under any other of its provisions, the Unit Owner shall be and remain liable to pay all rent, additional rent and other charges due or accrued and to perform all covenants and agreements of the Unit Owner up to the date of such termination. On or before any such termination the Unit Owner shall vacate the Unit and surrender possession thereof to the Lessor to its assigns, and upon demand of the Lessor or its assigns, shall execute, acknowledge and deliver to the Lessor or its assigns any instrument which may reasonably be required to evidence the surrendering of all estate and interest of the Unit Owner to the Unit, or in the cooperative of which it is a part.

### **31. FORECLOSURE - RECEIVER OF RENTS**

Notwithstanding anything contained in this Lease, if any action shall be instituted to foreclose any mortgage on the cooperative property, the Unit Owner shall, on demand, pay to the receiver of the rents appointed in such action rent, if any, owing hereunder on the date of such appointment and shall pay thereafter to such receiver in advance, on the first day of each month during the pendency of such action, as rent hereunder, the rent for this Unit as last determined and established by the Directors prior to the commencement of said action, and such rent shall be paid during the period of such receivership, whether or not the Directors shall have determined and established the rent payable hereunder for any part of the period of such receivership, whether or not the Directors shall have determined and established the rent payable hereunder for any part of the period during which such receivership may continue. The provisions of this paragraph are intended for the benefit of present and future mortgages of the cooperative property and may not be modified or annulled without the prior written consent of any such mortgage holder.

### **32. TO WHOM COVENANTS APPLY**

The references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Unit Owner or to a member of the Lessor shall be deemed to include the executors, administrators, legal representatives, legatees, distributees and assigns of the Unit Owner or of such member; and the covenants herein contained shall apply to, bind and ensure to the benefit of the Lessor and its successors and assigns, and the Unit Owner and the executors, administrators, legal representatives, legatees, distributees, successors and assigns of the Unit Owner except as may otherwise be stated herein.

### **33. LESSOR'S ADDITIONAL REMEDIES**

In the event of a breach or threatened breach by the Unit Owner of any provision hereof, the Lessor shall have the right of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and the election of one (1) or more remedies shall not preclude the Lessor from any other Lessor are cumulative to each other and any other remedies given by law.

### **34. UNIT OWNER MORE THAN ONE (1) PERSON**

If more than one (1) person is named as Unit Owner hereunder, the Lessor may require the signature of all such persons in connection with any notice to be given or action to be taken by the Unit Owner hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this lease. or any request for consent to assignment or subletting. Each person named as Unit Owner shall be jointly and severally liable for all of the Unit Owner's obligations hereunder. Any notice by the Lessor to any person named as the Unit Owner shall be sufficient, and shall have the same force and effect, as though given to all persons named as the Unit Owner.

### **35. EFFECT OF PARTIAL INVALIDITY**

If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Lease, or constitute any cause of action in favor of either party as against the other.

### **36. NOTICE TO LESSOR OF DEFAULT**

The Unit Owner may not institute an action or proceeding against the Lessor or defend, or make a counterclaim in any action by the Lessor related to the Unit Owner's failure to pay rent, if such action, defense or counterclaim is based upon the Lessor's failure to comply with its obligations under this Lease or any law, ordinance or governmental regulation, unless such failure shall have continued for thirty (30) business days after giving of written notice thereof by the Unit Owner to the Lessor.

### **37. UNITY OF MEMBERSHIP CERTIFICATE AND LEASE**

The membership certificate of the Lessor held by the Unit Owner and allocated to the Unit has been acquired and is owned subject to the following conditions agreed upon with the Lessor and with each of the other proprietary Unit Owners for their mutual benefit.

(a). The membership certificate is transferable only as an entity and only in connection with a simultaneous transfer of an interest under this lease.

(b). The membership certificate shall not be sold except to the Lessor; or to a Unit Owner of this Lease after compliance with all of the provisions of Paragraph 14 of this Lease relating to assignments.

### **38. NO DISCRIMINATION**

The Lessor will not discriminate against any person because of race, creed, religious belief, color, national origin or ancestry when exercising any right reserved to it in this Lease.

### **39. INSURANCE**

The Lessor shall carry and may provide the premium on fire and extended coverage insurance, public liability insurance, workman's compensation insurance and any other insurance that is deemed necessary to give proper protection to the Lessor and the members of the Corporation. The Lessor is not required to provide insurance covering Unit Owner's personal dwellings, be the transient or permanent dwellings.

### **40. PAYMENT OF TAXES AND OTHER COSTS BY CORPORATION**

To the limit of its resources and out of funds provided by members of the Corporation, the Lessor shall:

(a). Pay all taxes and assessments that may be levied against the Property of Lessor, except that if taxes and assessments are assessed and billed to separate Units, then the Unit Owner of the Unit shall pay same;

(b). Pay the premium on all necessary insurance required to be carried by the Lessor under this lease;

(c). Pay all necessary expenses incurred for the operational maintenance of the cooperative Property;

(d). Pay any required mortgage payments to any mortgagee holding a mortgage upon the cooperative Property.

### **41. NON-APPLICABILITY OF CERTAIN FLORIDA STATUTES TO PROPRIETARY LEASE**

The provisions of Florida Statutes relating to interest on rental deposits to be paid to tenants by Lessor shall not apply in the case of this Proprietary Lease, because the rentals paid by the Unit Owner actually are paid as assessments to Lessor by the Unit Owner as an owner of an equality in the Corporation for the purpose of paying the Unit Owner's share of the costs of maintaining and operating the cooperative in which this Unit is located.

### **42. INTEREST RATE IN THE EVENT OF DEFAULT OF UNIT OWNER**

Any payment required under this lease, that the Unit Owner fails to make bears interest at the rate of eighteen percent (18%) per annum from the due date until paid.

#### **43. PROVISIONS OF ARTICLES OF INCORPORATION. BY-LAWS AND RULES AND REGULATIONS**

This Lease is subject to, and Lessor and the Unit Owner shall abide by the provisions of the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Corporation and any amendments made to them in the future, are made a part of this Lease by reference. The Unit Owner acknowledges that they have been provided with a copy of the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Corporation and that they have read them and understand their contents.

#### **44. INDEMNITY (DEFAULT)**

The Unit Owner shall indemnify Lessor and hold it harmless from any claims or demands arising from:

- (a). The Unit Owner's use or possession of the property and the conduct of the Unit Owner, and its tenant, if any on the property and anything done or permitted by the Unit Owner, or its tenant, if any, in or about the property, or any of them;
- (b). any default of the Unit Owner under this lease;
- (c). the negligence of the Unit Owner and their agents, contractors or employees of any of them;
- (d). any damage to the property of the Unit Owner or others or injury to any person on or about the property from any cause;
- (e). any legal or administrative proceeding in which Lessor is made a party without their fault and due to default of the Unit Owner;
- (f). All costs, attorney's fees and expenses (including appellate fees) incurred by Lessor in connection with items indemnified against. The Unit Owner shall defend any legal action or proceeding resulting from a claim or demand indemnified against at their expense by attorneys satisfactory to Lessor on receipt of written notice from Lessor to do so.

#### **45. MARGINAL HEADINGS**

The marginal headings of the several paragraphs of this Lease shall not be deemed a part of this Lease.

#### **46. CHANGES TO BE IN WRITING**

The provisions of this Lease cannot be changed orally.

#### **47. DEFINITIONS**

The terms used herein shall have the same definitions and meanings as those set forth in Article 28 of the By-Laws of the Corporation that are entitled "Definitions", unless the context otherwise provides.

IN WITNESS WHEREOF, the parties have executed this Lease.

Witnessed: TREE LAKES ASSOCIATION, INC., Lessor

\_\_\_\_\_ by \_\_\_\_\_  
President

\_\_\_\_\_ attest \_\_\_\_\_  
Secretary

Witnessed: \_\_\_\_\_  
Unit Owner

\_\_\_\_\_ Unit Owner

STATE OF FLORIDA  
COUNTY OF MANATEE

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared, by physical presence \_\_\_\_\_, as President of TREE LAKES ASSOCIATION, INC., a Florida nonprofit corporation described in and which executed the foregoing instrument, who being by me duly sworn, did depose and say that the seal was affixed by order of the Board of Directors of said Corporation, and that they signed their name thereto by like Order.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF \_\_\_\_\_

County OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared

\_\_\_\_\_

To me personally known and known to me to be the individuals(s) described in and who executed the foregoing instrument, as the Unit Owners (s), and duly acknowledged to me that they executed the same.

EXHIBIT A-TREE LAKES SITE PLAN  
(not to scale)

